IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE S.SIRI JAGAN

FRIDAY, THE 2ND MARCH 2007 / 11TH PHALGUNA 1928

WP(C).No. 7086 of 2007(R)

PETITIONER:

KUNHIMUHAMMED, S/O.MOIDEEN HAJI,
PADINJAREPPURAKKAL HOUSE, MANATHALA,
THIRUVATHRA P.O., THRISSUR.

BY ADV. SMT.S.MUMTAZ

RESPONDENTS:

1. THE GURUVAYOOR CO-OPERATIVE URBAN BANK LTD NO.F 1652, HEAD OFFICE, GURUVAYOOR, REPRESENTED BY THE GENERAL MANAGER, GURUVAYOOR, TRISSUR.

2. THE GURUVAYOOR CO-OPERATIVE URBAN BANK LTD NO.F 1652, GURUVAYOOR, REPRESENTED BY THE SECRETARY, TRISSUR.

3. STATE OF KERALA, REP.BY THE SECRETARY, DEPT. OF CO.OPERATIVE SOCIETIES, SECRETARIAT, THIRUVANANTHAPURAM.

ADV.SHRI.DEVAPRASAD, FOR R1 AND R2.
R3 BY G.P.SHRI.SANTHOSH.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 02/03/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

S.SIRI JAGAN, J.

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W.P.(C).No.7086 of 2007

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Dated this the 2nd day of March, 2007

J U D G M E N T

The petitioner is a defaulter in repayment of loan amounts due to the 2nd respondent Urban Bank. In this writ petition he is challenging the proceedings initiated by the bank under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act ("the Act" for short). His contention is that the proceedings of the bank under the Act are in violation of the mandatory requirements of the provisions of the said Act. However, he would submit that he only wants a statement of accounts from the bank as to how they have arrived at the balance amount due and also for some time to pay the amounts in instalments.

2. The prayer of the petitioner is opposed by the counsel for the bank. According to the counsel, the proceedings have been initiated strictly

following the procedure prescribed and since the petitioner has not paid the amount in spite of notices issued, he is not entitled to any further indulgence in the matter.

3. Having heard both sides, I feel that some indulgence can be shown to the petitioner in the matter of payment of the balance amount due. Going by the exhibits produced before me the amounts stated to be due from the petitioner is Rs.2,17,673/- as on 16.1.2007. In the above circumstances, the writ petition is disposed of on the following terms:

The petitioner shall pay to the 2nd respondent bank an amount of 70,000/- on or before 31.3.2007 in repayment of the loan amounts due from him to the 2nd respondent. In the meanwhile, the 2nd respondent shall issue to the petitioner a statement of accounts as to the calculation of the balance amount due, within one week from the date of receipt of a copy of this judgment. The petitioner shall file his objections within a

further period of one week from the date of receipt of the statement of accounts. The 2nd respondent shall consider the objection and intimate the balance amount due from the petitioner to the bank, on or before 31.3.2007. The balance amount after paying Rs.70,000/- as above, shall be paid in accordance with the final orders to be passed by the 2nd respondent, in six equal monthly instalments starting from 1st May, 2007. Every subsequent instalments shall be paid on the first of every succeeding month. If the petitioner pays the above said amounts on the due dates, further proceedings pursuant to the impugned notices shall be kept in abeyance. However, if the petitioner commits default in payment of any of those amounts, it would be open to the 2nd respondent to continue the proceedings without having to issue any fresh notice or proceedings in that regard.

Sd/-

sdk+ S.SIRI JAGAN, JUDGE

///True copy///

P.A. to Judge.